

tioned in such manner, and upon such terms as he may deem most advantageous; *Provided*, that no part thereof be leased for more than one year, and so from year to year until a sale can be effected according to the terms of the said decree; and subject to the further order of this Court. And the trustee is hereby authorized and required to cause to be applied so much of the rents and profits as he may deem proper, to the making of necessary repairs in the buildings and fences.

On the 4th of May, 1829, the trustee reported, that he had advertised the property to be sold at auction; but having received no bid for it, but what was obviously below the value, he then advertised it to be sold at private sale; and for that purpose had caused a lot of land to be laid off forty and a half acres and seven perches, including the mill, mill-house, and ferry, and other buildings appurtenant to the same, with the privileges of water and water-rights, &c.; which he had on the first day of May, 1829, * sold to Cornelius Shriver for the price of twelve thousand dollars payable as follows: three thousand dollars payable **218** on the first of May then next; and the balance in four yearly payments, that is, two thousand dollars a year for the first three years, and three thousand dollars the fourth year, to be secured by bonds with good sureties, bearing interest from the first day of May, 1829; from whom he had also received \$400 for rent, after deducting his account for repairs.

The trustee further reported, that he had, on the same day, sold the residue of the estate called Ceresville, containing four hundred and seventy-nine and a half acres and eight perches, to Charles W. Johnson, at the price of fifty dollars per acre, on the following terms: six thousand dollars to be paid on the first day of May then next, and the balance to be paid three years from the first day of May next, with interest from that date payable annually thereon, to be secured by bonds with two good sureties, &c., &c. That the amount of the sales, exclusive of the rents not due which were passed to the vendors, was thirty-five thousand nine hundred and seventy-seven dollars and fifty cents. And, that the wood lot yet remained unsold. These sales were finally ratified on the 6th of July, 1829.

The widow and petitioner Susan F. Williams, filed an affidavit of a person, not interested in the case, in which it was testified, that she was then, on the 16th day of July, 1829, between forty and fifty years of age, and that she then enjoyed and was in full and good health. Upon which she submitted the case, that a proportion of the proceeds of the sales might be allowed to her in lieu of her dower in the real estate which had been sold.

BLAND, C., 17th July, 1829.—As regards the proportion of the proceeds of sale to be awarded to the widow, as the present value